



Gloucester County Prosecutor

SEAN F. DALTON
Prosecutor

MICHAEL S. CURWIN
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ANDRE L. BAY
Chief of Investigators

BENEFITS AGREEMENT BETWEEN THE GLOUCESTER COUNTY PROSECUTOR And MICHAEL S. CURWIN

This document is a memorandum of understanding between the Gloucester County Prosecutor and First Assistant Prosecutor Michael S. Curwin of the Gloucester County Prosecutor's Office regarding terms, conditions and benefits relating to the employment of First Assistant Prosecutor Michael S. Curwin.

For the purposes of the entirety of this Agreement, the term "most current collective bargaining agreement" shall be interpreted to mean the collective bargaining agreement in effect as of the time any given provision of this Agreement is utilized.

1. First Assistant Prosecutor Michael S. Curwin (hereinafter "Curwin") shall at no time receive less base compensation, or percentage pay increases, than those granted to those prosecutors of the Gloucester County Prosecutor's Office who hold positions of rank or responsibility that are subordinate to Curwin's position.
2. Retirement - Retirement benefits that shall accrue to Curwin shall be at least the same and no less than those provided under the Police and Fire Pension System, Prosecutor's Part and the Gloucester County Personnel manual.
3. Leave of Absence and Other Leave - Curwin is entitled to at least as much time for leave of absence and other leave and no less than that provided in the most current collective bargaining agreement with the Assistant Prosecutors of the Gloucester County Prosecutor's Office.
4. Holidays - Curwin shall be entitled to a minimum of thirteen (13) holidays per year, in accordance with the schedule to be determined by the Gloucester County Prosecutor. Additional holidays shall be granted as legally mandated or by determination of the employer.

5. Reimbursement for Expenses - Curwin's reimbursement benefits shall be no less than that provided in the most current collective bargaining agreement with the Assistant Prosecutors of the Gloucester County Prosecutor's Office.
6. Grievance procedure - Curwin's grievance procedure shall be the same procedure documented and utilized as that which is provided in the most current collective bargaining agreement with the Assistant Prosecutors of the Gloucester County Prosecutor's Office.
7. Waiver Clause - Curwin and the Gloucester County Prosecutor agree that all negotiable items have been negotiated and that this Agreement constitutes the full agreement of the parties on those items.
8. Retention of Benefits - The Gloucester County Prosecutor agrees that all Health benefits, terms and conditions of employment relating to the status of Curwin not covered by this Agreement shall be maintained at the current level as other Gloucester County employees.
9. Vacation Schedule - Curwin's vacation benefits shall be no less than those provided in the most current collective bargaining agreement with the Assistant Prosecutors of the Gloucester County Prosecutor's Office.
10. Reimbursement of unused vacation and sick time - Said benefit for Curwin shall be no less than that provided in the most current collective bargaining agreement with the Superior Officers of the Gloucester County Prosecutor's Office.
11. Salary - Curwin's salary shall be set and established by the Gloucester County Prosecutor and approved by the Gloucester County Board of Chosen Freeholders.
12. Personal days - Curwin's Personal day benefits shall be three (3) days consistent with other Gloucester County employees.
13. Sick days - Curwin's sick leave with pay benefits, reimbursement for unused sick leave benefits, as well as bereavement leave benefits shall be no less than those provided in the most current collective bargaining agreement with the Assistant Prosecutors of the Gloucester County Prosecutor's Office.
14. Longevity - Curwin's longevity benefits shall be no less than those provided in the most current collective bargaining agreement with the Superior Officers of the Gloucester County Prosecutor's Office. It is agreed that this benefit be made part of base salary.

15. Medical Coverage - Curwin's medical coverage benefits, which include Medical, Vision care, Prescription and Dental benefits, shall be no less than those provided in the most current collective bargaining agreement with the Assistant Prosecutors of the Gloucester County Prosecutor's Office.
16. General provisions - Curwin's shall be the same as those which are provided in the most current collective bargaining agreement with the Assistant Prosecutors of the Gloucester County Prosecutor's Office.
17. Management rights - Curwin's shall be the same as those which are provided in the most current collective bargaining agreement with the Assistant Prosecutors of the Gloucester County Prosecutor's Office.
18. Duration - This Agreement shall be effective as of June 1, 2010 and shall remain in full force and effect until the 31st day of December, 2010. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, that it desires to modify this Agreement. This Agreement shall remain in force and be effective during the period of negotiations. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished or modified in any way except as herein granted without expressed written approval of both parties.

Authorized signatures memorializing Agreement

In witness thereof:

For Michael S. Curwin

Michael S. Curwin

7/19/10
Date

For the Gloucester County Prosecutor

F. J. Pelton

7/19/10
Date